

CITY OF ROCHESTER
201 4TH STREET SE, ROOM 108
ROCHESTER, MN 55904-3742
*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON Aug 14, 2012

PROPOSAL OF

_____ (Name of Firm)		_____ (Phone No.)
_____ (Address)		_____ (Fax No.)
_____ (City)	_____ (State)	_____ (Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN
ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION,
EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS
PROPOSAL, FOR

CITY PROJECT NO. M11-34 J NO. (J7796)

STATE PROJECT NO. _____

MINNESOTA PROJECT NO. _____

LOCATION: 28th St SE, ROCHESTER, MN

TYPE OF WORK Watermain Construction

LENGTH 0.20 MILES

STARTING DATE: Aug 22, 2012

COMPLETION DATE: November 15, 2012

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed
professional engineer under the laws of the State of Minnesota.



Russell J. Kelm,

07/16/2012
License Number 24667 (Date)

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE
MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

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**CITY OF ROCHESTER
NOTICE OF BIDS**

Notice is hereby given that bids will be received at the office of the City Clerk until **11:00 A.M. on Tuesday, Aug 14, 2012** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

City No: M11-34 (J7796)

Title: Construct Trunk Watermain in SE Service Area between Pinewood Summit Subd & 28th St SE

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at **7:00 P.M. on August 20, 2012.**

Said Construction generally consists of, **Watermain Construction**. The work includes the following approximate quantities of work:

TOPSOIL BORROW (CV)	290	C Y
SILT FENCE, TYPE MACHINE SLICED	2,179	L F
TRENCH EXCAVATION FOR PIPE 14IN & UNDER 0FT TO 8FT DEEP	1,133	L F
SOLID ROCK EXCAVATION	336	C Y
FURNISH & INSTALL 8IN DUCTILE IRON PIPE CLASS 52	1,062	L F
FURNISH & INSTALL HYDRANT ASSEMBLY	3	EACH
FURNISH & INSTALL WATER MAIN FITTINGS	956	LB
TURF RESTORATION	1,944	S Y
AGGREGATE RESTORATION	417	S Y

Plan, Specifications and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE, Room 108, Rochester, MN 55904, (507) 328-2400 or the City's website at <https://egram.rochestermn.gov/>.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least **5%** the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

A Performance and Payment Bond for the full amount of the contract by a surety company authorized to do business in the State of Minnesota will be required with the contract. (Personal bonds will not be accepted.)

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th St. SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon:

City No: M11-34 (J7796)

Title: Construct Trunk Watermain in SE Service Area between Pinewood Summit Subd & 28th St SE

Dated at Rochester, Minnesota this **16th day of July, 2012.**

JUDY K. SCHERR, CMC, City Clerk

DIVISION S

S-1 DESCRIPTION

The Contract stipulations that follow are general in scope and may refer to conditions that will not be encountered on the work covered by the Contract. Any provision of these general requirements that pertains to a nonexistent condition or is not applicable to the work to be performed here under, or that conflicts with any provision of the Special Provisions or with any special instructions to bidders, shall have no meaning in the Contract and shall be disregarded.

S-2 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

1. Minnesota Department of Transportation (Mn/DOT) Standard Specifications for Construction.
2. City of Rochester Ordinances.
3. City of Rochester Standard Detail Plates.
4. City of Rochester Standard Specifications for Street & Utility Construction.

S-3 DESIGNATION OF PARTIES

S-3.1 “City”

“City” shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.

S-3.2 “Owner”

“Owner” shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

S-3.3 “Department”

“Department” shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

S-3.4 “Engineer”

“Engineer” shall mean the City Engineer or other authorized representative of the Owner as named in the contract documents.

S-3.5 “Inspector”

“Inspector” shall mean the Engineer's authorized representative assigned to make inspections of Contract performance.

S-3.6 “Bidder”

“Bidder” shall mean any individual or entity submitting a Proposal for the advertised work.

S-3.7 “Contractor”

“Contractor” shall mean the individual or entity designated in the Contract documents to construct the project pursuant to plans and specifications.

S-3.8 “Sub-Contractor”

“Sub-Contractor” shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.

S-3.9 “Mndot”

“Mndot” shall mean the Minnesota Department of Transportation.



S-4 DEFINITION OF TERMS

S-4.1 Amount of Contract

For the purpose of awarding the Contract and determining the amount of the Bond, the Contract amount shall be the total amount of the bid.

S-4.2 Date of Acceptance

Date of Acceptance shall be the day when final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans and other Contract documents, and with previous inspection documents.

S-4.3 Date of Final Acceptance

Date of Final Acceptance shall be a day, at least two (2) years after the Date of Acceptance, at which time the City determines that the work continues to be in strict accordance with the provisions of the Plans and other Contract and inspection documents. The Date of Final Acceptance denotes the termination of Contractor's maintenance obligation.

S-4.4 Liquidated Damages

Liquidated damages are the amount prescribed in Mn/DOT Section 1807 to be paid to the Owner, or to be deducted from any payments due or to become due to the Contractor, for each day that work remains uncompleted after expiration of the Contract time as determined and extended in accordance with Mn/DOT Section 1806.

S-4.5 "Incidental"

Whenever in any section of the Contract documents, Plans or Specifications, any item, material or application is defined as incidental, Payment shall be incidental to the Contract and no direct compensation will be made.

S-4.6 "Or Approved Equal" Clause

Whenever in any section of the Contract documents, Plans or Specifications, any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or approved equal" if not inserted, shall be implied.

The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality required and shall not be construed in such a manner as to exclude manufactured products of comparable quality, design, and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed "as equal".

S-4.7 Standard Documents

Standard Documents are those that are referred to but not included in the Plans, Specifications and Special Provisions. Standard Documents are available to the public and it is the Contractor's sole responsibility to obtain and understand the requirements of any Standard Documents noted in the Plans, Specifications and Special Provisions. Examples of Standard Documents include but are not limited to:

Bid documents (Advertisement, Information to Bidders, Proposal and Bid Security)

Performance and Payment Bond forms

Project Specifications and Special Provisions

City of Rochester, Minnesota, Department of Public Works documents:

Standard Specifications for Street and Utility Construction

Standard Detail Plates

Minnesota Department of Transportation documents:

Standard Specifications for Construction.

Standard Plates Manual.

ASTM Material Specifications.

S-5 CONTRACT WORDING

Whenever in these Contract documents the words “As Ordered”, “As Directed”, “As Required”, “As Permitted”, “As Allowed”, or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

Similarly the words “Approved”, “Reasonable”, “Suitable”, “Acceptable”, “Properly”, “Satisfactory”, or words of like effect and import, unless otherwise particularly specified therein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

S-6 AWARD AND EXECUTION OF CONTRACT

S-6.1 Payment and Performance Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, as required by Minn. Stat. Section 574.26. The bonds shall be issued by sureties satisfactory to the City and authorized to do business in the State of Minnesota.

The Payment Bond and Performance Bond shall guarantee that the Contractor will perform each and every part of the agreement, cover all guarantees called for in these Specifications, including the provisions for maintenance and repair, and insure the prompt payment to all persons furnishing material and labor required in the prosecution of the work. The Performance Bond shall be written in such a manner that it shall remain effective until the Date of Final Acceptance (two (2) years after the Date of Acceptance by the City, provided the work is in accordance with the Specifications and any inspection instructions, and all defects identified during the two (2) year period have been corrected).

In the event the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Minnesota is terminated, or it otherwise ceases to meet the requirements set forth herein, the Contractor shall, within five days thereafter, substitute another Bond and Surety, both of which shall be subject to Owner’s acceptance.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor’s responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Owner.

S-6.2 Execution of Contract

The Contractor shall not, under any circumstance, assign the Contract or any payments due hereunder without written permission by the City.

The Contract will be made on the forms used by the City of Rochester, and made a part of the General Requirements and Covenants, copies of which are also on file at the office of the City Clerk, Room 135, City Hall, Rochester, Minnesota.

S-7 CONTROL OF WORK

S-7.1 Drawing and Specification

The Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed as if it has been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.



Should anything be omitted from the Specifications and Plans that is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Plans, and Specifications.

All Drawings, Specifications and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed Contract, plan sets are to be returned to the City upon request at the completion of the work.

Contractor shall keep and maintain one complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications at the job site that shall be available to the Engineer at all times.

S-7.2 Surveys, Staking and Monument Preservation

The Contractor shall give the Engineer at least 2 working days notice before requiring any stakes to be set or before commencing work on any portion of the Contract, or at any new place, as well as at any place where work has been relinquished or stopped for any reason.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

The Contractor shall carefully protect and preserve any permanent monuments or benchmarks that must of necessity be removed or disturbed in the construction of the work, until they can be properly referenced for relocation.

S-7.3 Other Contracts and Contractors

The Owner reserves the right to award contracts to other Contractors who do additional work at the site of this Project pursuant to Mn/DOT section 1505.

S-7.4 Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer or others so designated and at the expense of the Contractor, who shall repair at its own expense all damage resulting there from.

S-8 MEASUREMENT & PAYMENT

S-8.1 Partial Payment

Unless the terms of the contract provide otherwise, progress payments shall be made monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the City. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

The City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. The City may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if, in the City's opinion, the work is progressing satisfactorily.

For further details refer to Mn/DOT specification 1906 "Partial Payments".

S-8.2 Acceptance and Final Payment

When final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans, other Contract documents, and previous inspection instructions, the

Engineer shall, within ninety (90) days thereafter, prepare a final estimate which shall be based on accurate measurements of all work performed, and shall submit such estimate together with recommendations to the City Council of the City of Rochester for approval. Payment shall then be made for all work performed under the Contract, less any partial payments already made and any legal deductions or forfeitures for the satisfaction of liens or other claims against the Contract.

S-8.3 Correction of Work After Final Payment

Neither acceptance and occupancy by the Owner, final payment, nor any other provision in the Contract documents, shall relieve the Contractor of its maintenance obligation as hereinafter set forth and as identified in the Specifications.

S-8.4 Maintenance and Repair

The Contractor shall guarantee all work relating to the Specifications for a period of at least two (2) years from the date of written acceptance of the work or project. The Contractor shall make all needed repairs arising out of defective workmanship or materials that, in the judgment of the City, become necessary during such period. Final acceptance and termination of the maintenance obligation shall occur on the date two (2) years after initial acceptance provided that the work is in accordance with the Specifications and any inspection instructions. The maintenance obligation shall otherwise continue until all defects, including defective equipment installed therein, have been corrected.

At any time prior to Final Acceptance (the time during which the maintenance obligation is in effect as provided herein) the City may demand that the Contractor make any noted repairs. If Contractor fails to undertake repairs within ten days after the mailing of a notice of the need to make such repairs, the City may either take action against the performance bond or make the repairs itself and recover the cost from Contractor or the surety under the performance bond.

S-9 OWNER AND EASEMENTS

The City of Rochester is designated as the Owner. All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

- 1. If the Contractor obtains an agreement with a private land owner related to this project the City shall be provided a copy signed by the owner.**

S-10 CONFLICTS IN DIMENSIONING

In case of conflict between dimensions shown on the plans or detail drawing and those in the specifications, the dimensions on the drawings shall govern. If the conflict is other than dimensions, the specifications shall govern.

S-11 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled after Engineer's receipt of the Contractor's schedule. The Contractor shall submit to the Engineer a schedule illustrating in bar chart form the anticipated commencement date and duration of each of the major work tasks prior to the pre-construction conference. These tasks shall be broken down by type of work and location as necessary for purposes of planning and coordinating the work of this contract. The schedule should address the phasing of construction in a manner that will provide good project coordination. The Contractor will be required to update or modify the written construction schedule as necessary to accurately reflect the rate and progress on the project.



The conference will be held with the Contractor, City Representative, Engineer and other parties involved in the project. Materials, material sources, construction methods, and scheduling will be reviewed and any questions or procedures will be clarified.

S-12 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Jim Loehr
Project Manager
City of Rochester
(507) 328-2419

S-13 RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of Mn/DOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

S-14 (1213) DISQUALIFICATION OF BIDDERS

The provisions of Mn/DOT 1213 are hereby deleted and replaced with the following:

S-14.1 Either of the following reasons may be considered sufficient cause for disqualification of a bidder and the rejection of his Proposals:

- (1) More than one Proposal for the same work from an individual, firm, or corporation under the same or different name. Substitute bid schedules shall be governed by Mn/DOT 1206.
- (2) Evidence of collusion among bidders. Participants in collusion will receive no recognition as bidders on future work until they have been reinstated as responsible bidders.

S-15 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of Mn/DOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

The City shall have up to **60 days** from the bid opening to award the contract during which time the bid unit prices shall prevail.

S-16 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of Mn/DOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars (\$5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All

contracts in excess of five million dollars (\$5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

S-17 (1506) SUPERVISION BY CONTRACTOR

The provisions of Mn/DOT 1506 are supplemented as follows:

At the Preconstruction Conference the Contractor shall designate in writing who the competent superintendent and competent individual (if different) will be for this Project. These persons can only be changed throughout the duration of the Project by submission of written authorization to the Engineer by the Contractor. The submittal of these persons shall be done before any work is performed on this Project.

The Contractor will be subject to an hourly charge for failure to comply with the requirements of Mn/DOT 1506. Non-Compliance charges, for each incident, will be **assessed at a rate of \$100 per hour**, for each hour or portion thereof, during which the Engineer determines that the Contractor has not complied. No charge will be made if the deficiency is corrected within one (1) hour of notification.

An incident of Non-Compliance will be defined as the receipt of a written work order by the Contractor with instructions to correct a deficiency.

S-18 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

S-18.1 The provisions of Mn/DOT 1507.1 B are hereby deleted and the following substituted therefore:

B Gopher State One Call

The Contractor shall:

(1) Mark the proposed excavation in accordance with the Minnesota State Statute 216D color code before contacting "Gopher State One Call." The Contractor shall mark proposed excavation area with white paint and white flags or in lieu of white flags, white stakes may be used. The Contractor must adhere to all requirements of Gopher State One Call in addition to the following:

The white markings must delineate the **actual excavation area** where the locating of underground facilities is required. All flags and stakes shall display the name, and phone number of the Contractor. All areas of proposed excavation shall be considered "practical" for the use of white markings, pursuant to Minnesota Statutes §216D.05 (2).

(2) Call "Gopher State One Call" at least 48 hours (excluding Saturdays, Sundays, and holidays) before starting excavation operations.

(3) The Contractor shall acquire a Positive Response confirmation from Mn/DOT for all proposed excavations when the Gopher State One Call has indicated Mn/DOT utilities may be affected. The Contractor may call Mn/DOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of Utility infrastructure owned by Mn/DOT. Mn/DOT Electrical Services Section (ESS) Dispatch Locating can be contacted at the following phone numbers; (651) 366 -5750 or (651) 366-5751. The Contractor shall be responsible for all damage to Mn/DOT owned Utility infrastructure if a Positive Response confirmation has not been acquired from Mn/DOT. The Contractor is required to comply with the provisions of Minnesota Statutes chapter 216D when performing Excavation as defined in Minnesota Statutes §216D.01 (subdivision 5), and will be responsible for damages to facilities in accordance with Minnesota Statutes §216D.06.

S-18.2 All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."



- S-18.1* By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of Mn/DOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to Mn/DOT's storm water drainage facilities.
- S-18.2* The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Full Name	Company	Description	Business Phone
Steve Hyke	MN Energy Resources	Gas - Yellow	(507) 529-5104
Ron Muller	Charter Communications	Cable-Orange	(507) 285-6164
Wally Carlson	Mayo Clinic Facilities	Other	(507) 266-8142
Kay Klemmer	Northern Natural Gas	Gas - Yellow	(507) 451-7760 3202
Pat Lynch	Zayo Bandwidth	Fiber Optics - Orange	(952) 230-4288
Rick Wellik	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Doug Feine	Public Works OWEF	Steam - Yellow	(507) 328-7033
Chad O'Connor	Centurylink	Telephone - Orange	(507) 285-2059
Donn Richardson	Rochester Public Utilities	Water Dept - Blue	(507) 280-1509
Mike Engle	Rochester Public Utilities	Electric - Red	(507) 280-1579
Steve Cook	Rochester Public Utilities	Electric - Transmission	(507) 280-1590
Eric Loftus	Rochester Public Works	Sewer - Green	(507) 328-2437

- S-18.3* Utilities
- S-18.4* The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of Mn/DOT 1507 and the applicable provisions of Mn/DOT 1505.
- S-18.5* The City of Rochester utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify **Jim Loehr, Project Manager at telephone (507) 328-2419**, in advance of the date he intends to start work and he shall furnish that office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.
- S-18.6* The Contractor shall verify all underground utility locations and elevations prior to construction. (Gopher State One Call 1-800-252-1166)

S-19 (1803) PROSECUTION OF WORK

The provisions of Mn/DOT 1803 are supplemented and/or modified with the following:

S-19.1 Construction requirements

1. Contractor shall limit the construction activities to within the construction limits.
2. Contractor and Its employees shall not park equipment and/or private vehicles outside of the construction limits.

S-20 (1806) DETERMINATION OF CONTRACT TIME AND INTERIM COMPLETION DATES

The contract time will be determined in accordance with the provisions of 1806 and the following:

- S-20.1* Construction operations shall be started within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

S-20.2 Final Completion Date

All work required by these contract documents shall be completed no later than **November 15, 2012**.

The liquidated damages set forth in MnDOT 1807 and any monetary deductions as set forth above may apply equally, separately, and may be assessed concurrently.

S-21 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

- Erosion Control Supervisor
- Disposal of excess excavation.
- Pipe bedding/foundation/encasement material unless in water table
- Maintaining access to private property.
- Bituminous Tack Coat.
- Finish grading of boulevard and disturbed areas
- Shaping of earth berms for erosion control and drainage swales
- Water & Dewatering

S-22 (2021) MOBILIZATION

The provisions of Mn/DOT 2021 are hereby deleted and replaced with the following:

S-22.1 DESCRIPTION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

S-22.2 BASIS OF PAYMENT

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
% of Original Contract Amount Completed ¹	Pay Lesser of the Two	
	% of Mobilization	% of Original Contract Amount
5	50	3
15	75	5
25	100	5
95	100	N/A

¹ The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all bid items).



The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2021.501	MOBILIZATION	LS

S-23 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Section 2104 is hereby supplemented to include the following:

The Owner shall have the option of removing and salvaging all items such as fences, gates, light standards, poles, etc. If the Owner does not remove such items prior to construction, they shall be removed by the Contractor and shall be considered incidental to the Contract unless specific bid items are included.

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be plugged as shown in the plans

S-23.1 Item 2104.501 “Remove Fence” shall include the removal of existing fence, by type, as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the work.

S-23.2 Item 2104.503-5 “Remove Concrete Pavement, Drive, and Sidewalk” Shall include the removal of existing concrete pavements as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the concrete pavements at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete pavements.

S-23.3 Item 2104.505 “Remove Bituminous Pavement” Shall include the removal of existing bituminous pavement, as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the bituminous pavement at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the bituminous pavement.

S-23.4 Item 2104.513 “Sawing Bituminous Pavement” If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of bituminous paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

S-23.5 Item W200.564 “Remove Watermain” Shall include the removal of existing watermain as noted on the plans, temporary closing or maintaining flows shall be coordinated with the water department. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work

S-23.6 Item 2104.521 “Salvage Fence” Shall include the salvaging of the fence, by type, as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work. Any damage to the fence components shall be repaired or replaced at the expense of the Contractor.

S-23.7 Item 2104.521 “Salvage Retaining Wall” Shall include the salvaging of the all the existing retaining wall. Measurement and payment shall be made at the contract unit price per Lin Ft, , which

shall be compensation in full for all labor, equipment, and materials necessary to complete the work. Any damage to the wall components shall be repaired or replaced at the expense of the Contractor.

S-23.8 **Item 2104.523 “Salvage Mail Box Support”** shall be compensation in full for; moving mailboxes to a temporary location during construction, coordinating that activity with the U.S. Postal Service, and then relocating the mailboxes to their permanent location in line with the new curbs, and Postal Service requirements. Mailbox posts with multiple boxes shall be paid by the number of boxes on the post. The contractor shall notify the Engineer if any mailboxes or posts are not in condition suitable to relocate. The contractor is responsible for the care and maintenance of the mailboxes and posts.

S-23.9 **Measurement and payment** for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in Mn/DOT 1403.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2104.501	REMOVE BARBED WIRE FENCE.....	L F
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y
2104.505	REMOVE BITUMINOUS PAVEMENT	S Y
2104.513	SAWING BIT PAVEMENT (FULL DEPTH).....	L F
2104.521	SALVAGE BARBED WIRE FENCE.....	L F
2104.521	SALVAGE RETAINING WALL.....	L F
2104.523	SALVAGE MAIL BOX SUPPORT.....	EACH
W200.564	REMOVE EXISTING WATERMAIN	L F

S-24 (2105) (3877) TOPSOIL BORROW

Topsoil Borrow shall be in accordance with the provisions of 2105 and 3138 except as follows:

Acceptance requirements will be based on the approval of the Engineer, and not by Table 3877-1 or 3877-2.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2105.525	TOPSOIL BORROW (CV) (P)	C Y

S-1 (2411) INSTALL RETAINING WALL

This work shall consist of installing retaining wall salvaged elsewhere under this Contract in accordance with the following:

S-1.1 Method of Measurement

Measurement will be made by the length in **linear feet** of rail installed complete in place as specified.

S-1.2 Basis of Payment

Payment will be made at the Contract bid price per **linear foot**, which shall be compensation in full for all costs incidental thereto, including but not limited to: 1) installing retaining wall components salvaged elsewhere under this Contract in the new locations as specified, and 2) furnishing and installing any other new components as may be required for the complete installation, in addition to those materials available from the salvage operations.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2411.603	INSTALL RETAINING WALL.....	L F



S-2 (2540) INSTALL MAIL BOX SUPPORT

This work shall consist of installing boxes, salvaged elsewhere under this Contract in accordance with the following:

S-2.1 Install Mail Box Support shall be compensation in full for; coordinating that activity with the U.S. Postal Service, and then relocating the mailboxes to their permanent location in line with the new curbs, and Postal Service requirements. Mailbox posts with multiple boxes shall be paid by the number of boxes on the post. The contractor shall notify the Engineer if any mailboxes or posts are not in condition suitable to relocate. The contractor is responsible for the care and maintenance of the mailboxes and posts.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2540.602	INSTALL MAIL BOX SUPPORT	EACH

S-3 (2557) INSTALL FENCE

This work shall consist of installing fence salvaged elsewhere under this Contract in accordance with the following:

S-3.1 Method of Measurement

Measurement will be made by the length in linear feet of fence installed complete in place as specified.

S-3.2 Basis of Payment

Payment will be made at the Contract bid price linear foot, which shall be compensation in full for all costs incidental thereto, including but not limited to: 1) installing fence components removed and salvaged elsewhere under this Contract in the new locations as specified, and 2) furnishing and installing any other new fence components as may be required for the complete installation, in addition to those materials available from the salvage operations.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2557.603	INSTALL BARBED WIRE FENCE	L F

S-4 (2573) TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT

Temporary Erosion Control and Turf Establishment shall be performed in accordance with the provisions of Mn/DOT Section 2573 except as modified below:

S-4.1 Perimeter Control: shall be installed prior to removals and grubbing to control sediment from leaving the project limits, and entering a critical resource. This work shall include furnishing, installing, and removing silt fence, or shall consist of 3897 Filter Log Type; Straw Bioroll or Wood Fiber Bioroll (installation of Biorolls shall include staking and/or weighting with sandbags to prevent movement) in accordance with the details shown in the Plans and the applicable MnDOT Standard Specifications.

S-4.2 Temporary Rock Construction Entrance This work consists of furnishing, installing, maintaining, and removing temporary rock construction entrances as required by permit or as directed by the Engineer, with the purpose of reducing the amount of solids tracked by construction vehicles from the site to surfaces outside the site where runoff can carry the solids to stormwater discharge.

Bidders are advised that payment for furnishing and installing temporary erosion control set forth in the foregoing area is for the initial installation and removal only. Any replacement components as may be necessary to maintain the temporary erosion control devices in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2573.502	SILT FENCE, TYPE MACHINE SLICED	L F

2573.540	FILTER LOG TYPE WOOD FIBER BIOROLL.....	L F
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE.....	EACH

S-5 (2575) PERMANENT EROSION CONTROL AND TURF ESTABLISHMENT

The provisions of Mn/DOT 2575 are supplemented and/or modified with the following:

S-5.1 Disturbed areas, as shown in the plans, shall be sodded or seeded and mulched as soon as practical after completion of the grading operations, but within the period specified for germination of seed.

S-5.2 Topsoil: Topsoil should be at a minimum of 6 inches on seeded areas and 3 inches thick on sodded areas. This material should have been retained on the project included in the common excavation item.

S-5.3 Sod:

Sodding around storm aprons, shall be according to Mn/Dot Detail Plate 9102D and shown on the Plans; According to the requirements of Mn/DOT 3878.2, B "**Erosion Control Sod**".

Sodding around other areas shall be as shown on Plans; According to the requirements of Mn/DOT 3878.2, D "**Mineral Sod**".

S-5.4 Turf Restoration/Hydroseeding

Hydroseeding – Seed, Fertilizer and Mulch: Shall meet the requirements of MnDOT 3876, 3881 and 3882. All quantities for Seed, Seeding, Fertilizer, and Mulch shown are included in the MGal pay item for Hydroseeding/Turf Restoration. Seeding methods shall follow the MnDOT Seeding Manual 2007 and the following:

Note: [1,000 gallons] of slurry mix will cover [1/6 acre]

A) Site Preparation - The site should be prepared by loosening topsoil to a minimum depth of 3 inches. It is critical that the seedbed be loosened to a point that there are a lot of spaces for seed to filter into cracks and crevices otherwise it may end up on the surface and wash away with the first heavy rain.

B) Fertilizer Types, Analysis, and Application Rates The analysis and application rate are listed in the table below, the types are as follows

- Type 1 Commercial Grade Fertilizer
- Type 2 Phosphorus Free Fertilizer
- Type 3 Slow Release Nitrogen Fertilizer
- Type 4 Natural Base Fertilizer

The fertilizer used shall be applied at the time of preparing the seed bed for seeding.

C) Seed Installation - Seed should be installed by hydro-seeding it evenly over the entire site. A fan-type nozzle should be used with approximately 500 gallons of water per acre. It is recommended to add approximately 75 pounds of hydromulch per 500 gallons of water for a visual tracer to ensure uniform coverage.

D) Seeding Rates - Rates are specified in the mixture tabulation for the specified mix.

TURF RESTORATION 1

Use seed mix **270** for restoration of disturbed **Mowed** areas on the project.

TURF RESTORATION 2

Use seed mix **350** for restoration of disturbed **Prairie** areas on the project.

Seed Mixture Table

	Purpose	Mixture	Seeding Rate	Fertilizer Type	Fertilizer Analysis	Fertilizer Rate
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			(lbs/acre)			(lbs/acre)
Sod	Erosion Control			3	24-12-24	200
	Mineral			3	24-12-24	200
General	Roadside	250	70	3	22-5-10	300
	Commercial Turf	260	100	3	22-5-10	300
	Residential Turf	270	120	3	22-5-10	300
Native	Ponds & Wet Area- Tall Grasses	310	82	3	23-0-30	200
	Sandy/dry Areas- Short Grasses	330	84.5	3	17-10-30	350
	Sandy/dry Areas- Mid Grasses	340	84.5	3	23-0-30	200
	General Roadside	350	84.5	3	17-10-30	350
	Sedge/Prairie Meadow	325	84	3	22-5-10	300
	Floodplain	328	88	3	22-5-10	300

E) Harrowing - The site should be harrowed, cultipacked or raked following seeding.

F) Mulch

Type 6 Hydraulic Soil Stabilizer applied at 3,500 pounds per acre.

Category 3 Erosion Control Blanket may be used as an alternative to the stabilizer. Maintenance is included with the blanket see specification 2575.3 L2.

NOTE: When seeding in conjunction with a hydraulic soil stabilizer (bonded fiber matrixes (BFM's), hydro-mulches, etc., it is recommended that a two-step operation be used. Seed should be placed first and the hydraulic soil stabilizer be applied afterwards. This is to ensure that seed comes into direct contact with the soil.

S-5.5 Watering:

The Contractor shall make, at no cost to the Owner, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this Contract. The Contractor shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required to complete the work as specified and water used for this purpose shall be incidental to the cost of the turf establishment.

S-5.6 Basis of Payment

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2575.505	SODDING TYPE MINERAL	S Y
2575.532	COMMERCIAL FERTILIZER ANALYSIS 24-12-24.....	LB
W200.585	TURF RESTORATION 1.....	S Y
W200.585	TURF RESTORATION 2.....	S Y

S-6 (W200) TRENCH EXCAVATION

Trench Excavation and embankment construction shall be performed in accordance with the provisions of T100 except as modified below:

S-6.1 Bedding and Encasement material (B&E) shall be according to T100 and the following:

1. in water table areas (B&E) shall be according to City spec T100.206.
2. in non-water table areas (B&E) shall be according to City spec T100.207.
3. All work shall be performed as incidental to the sewer construction, for which no direct payment will be made.

S-6.2 Rock Excavation removed from the trench shall be paid as rock excavation.

Blasting of rock is not allowed on the project due to the proximity of the telephone ductbank. Rock shall be excavated by hammering means only.

If sandstone is encountered, Trench Excavation of sandstone will not be considered for payment as Solid Rock Excavation unless the Contractor can demonstrate that extraordinary measures are required to complete the trench work. Extraordinary measures would include ripper-tooth on a bulldozer. Excavation by backhoe with a rock-teeth bucket will not be considered an extraordinary measure. The need for a larger backhoe to perform the limestone excavation will not be considered an extraordinary measure.

MN/DOT Class 5 bedding and pipe encasement is required in the rock cut areas as an incidental expense.

S-6.3 Granular Material for Backfill and Aggregate for Pipe Foundation

A quantity of Granular Material for Backfill, and Aggregate for Pipe Foundation have been provided to be placed only as directed by the City to stabilize trenches in the event that unforeseen geology or other stability issues are encountered. Payment for these items shall include disposal of all displaced material.

S-6.4 Basis of Payment

Trench excavation shall cover cost of trench excavating, backfilling and compaction of backfill to original grade.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
W200.501	TRENCH EXCAVATION FOR PIPE 14IN & UNDER 0FT TO 8FT DEEP	L F
W200.507	SOLID ROCK EXCAVATION	C Y
W200.509	SELECT MATERIAL FOR BACKFILL (CV).....	C Y
W200.510	GRANULAR MATERIAL FOR BACKFILL (CV)	C Y

S-7 (W200 & 2504) WATERMAIN

This work shall consist of providing all labor, equipment, and materials to construct the watermain. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

S-7.1 Maintenance of Service

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service, no exceptions.

S-7.2 Hydrants shall be constructed according to section W200 and the detail plate. Hydrant installation will be measured by the number of hydrants installed complete with gate valve and housing as specified. Payment will be made at the Contract bid price per each, which shall be compensation in



full for all costs incidental thereto including, but not limited to any additional water leads, drain pits, concrete blocking, extensions, risers or fittings necessary to complete the new installation.

S-7.3 4-12" Gate Valve and Box shall be constructed according to section W200 and the detail plate. Measurement will be made by the number of valves and boxes installed as specified. Payment will be made at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto to install the valve and box complete and in place.

S-7.4 4-12" Watermain shall be constructed according to section W200 and the detail plate. Measurement shall be by the linear foot. This work includes, but is not limited to all materials necessary maintain service, excavation, bedding and backfill necessary to install the watermain.

S-7.5 Connect into Existing Watermain will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed main. Any damage caused to the existing main shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

S-7.6 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
W200.528	FURNISH & INSTALL 6IN DUCTILE IRON PIPE CLASS 52	L F
W200.528	FURNISH & INSTALL 8IN DUCTILE IRON PIPE CLASS 52	L F
W200.550	FURNISH & INSTALL 6IN GATE VALVE AND BOX	EACH
W200.550	FURNISH & INSTALL 8IN GATE VALVE AND BOX	EACH
W200.560	FURNISH & INSTALL HYDRANT ASSEMBLY	EACH
W200.562	FURNISH & INSTALL WATER MAIN FITTINGS	LB
W200.572	CONNECT TO EXISTING WATERMAIN	EACH

S-8 (C150) SERVICE CONNECTIONS

This work shall consist of providing all labor, equipment, and materials to construct the service connection. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

S-8.1 Maintenance of Service

Sanitary

Disruption of Sanitary flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary bypasses in these areas. If the Contractor sequences the project so bypassing pumping is required the following provisions shall be followed. The Contractor shall submit a plan detailing the necessary bypasses needed for each stage of construction. Bypass pumping and piping, temporary wiring, and all other items are the responsibility of the Contractor. Contractor shall be responsible for setting up and maintaining bypass pumping operations. Contractor shall coordinate bypassing plan with Owner.

The City of Rochester and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service.

Water

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service, no exceptions.

S-8.2 Materials

All materials for sanitary sewer services shall be as indicated on the plans or standards.

Bedding and encasement requirements shall conform to gradation CA3 in areas of high water table, and to Mn/DOT Class 5 in all other areas. When in water table, geotextile fabric shall be furnished and installed over the bedding and encasement as an incidental item.

S-8.3 Construction Requirements

All copper tubing shall be cut with a tubing cutter that is in good condition. Cuts shall be square and the inside of the pipe shall be reamed.

Embedment or encasement limits shall conform to that specified for sanitary sewer. See City specification T-100.307. Compacted Trench Backfill shall be required.

The Contractor shall verify all service connections, or reconnections with the Owners of the adjacent property and City to ensure all service connections are replaced or properly abandoned, before beginning service connection work.

The Contractor shall be required to coordinate service line work with any other private plumbing contractors who may need to enter the site to perform work from the boulevard to the house.

S-8.4 Item C150.503 “__in Sanitary Sewer Service Connection” shall be replaced from the main to the boulevard, as shown in the typical section. The new services shall include all necessary bends, and eccentric adapters (to match flow lines) to make the complete connection. Measurement and payment shall be made at the contract **unit price per each**, which shall be compensation in full for all labor, equipment, and materials necessary to disconnect/reconnect, maintain service flow, plug, remove and dispose the entire connection.

Where indicated in the plans for service connections extending past the boulevard, or of special alignments of excess lengths beyond the bid each item. Measurement and payment shall be made at the contract **unit price per Lin Ft in addition to the bid each item**. A determination must be made by the City for construction by the linear foot.

S-8.5 Item C150.504 “__in Water Service Connection” shall be replaced from the main through the curb box, as shown in the typical section. The new services shall include all necessary corporation stop copper pipe, curb box, and all necessary fittings and adaptors to make the complete connection. Measurement and payment shall be made at the contract **unit price per each**, which shall be compensation in full for all labor, equipment, and materials necessary to disconnect/reconnect, maintain service flow, plug, remove and dispose the entire connection.

Where indicated in the plans for service connections extending past the boulevard, or of special alignments beyond the bid each item. Measurement and payment shall be made at the contract **unit price per Lin Ft in addition to the bid each item**. A determination must be made by the City for construction by the linear foot.

S-8.6 Measurement and Payment

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
C150.504	1IN WATER SERVICE CONNECTION	EACH



C150.504 1IN WATER SERVICE CONNECTION..... L F

S-9 (W200.585) BITUMINOUS RESTORATION

This item has been included for **reconstructing bituminous pavements** as encountered, according to the various typical sections, the applicable Mn/DOT Standard Specifications (2211, 2360, and 3138) Rochester Standards S100, T100, and W200 for each material and the following:

Furnishing and placing the following materials will be considered incidental to the restoration and no separate payment will be made therefore.

S-9.1 Breaker Run shall be a crushed limestone product meeting the following gradation

Sieve Size	Percent
4"	100
1"	35 -75
#4	10 -40
#200	0-5

The Contractor shall place a minimum of **(6 inches)** of compacted Breaker Run.

S-9.2 Aggregate Base

The Contractor shall place a minimum of **(8 inches)** of compacted Aggregate Base Class 2, 5 or 7C.

S-9.3 Bituminous Pavement 2012

The Contractor shall place the bituminous material in **1.5" and 2.5"** lifts providing bituminous tack coat between courses.

Mn/DOT 2360 is hereby deleted from the Mn/DOT Standard Specifications and replaced with the 2360 (Plant Mixed Asphalt Pavement) Specification dated **March 29, 2012** located <http://www.dot.state.mn.us/materials/bituminousdocs/Specifications/2012/2360-2012.pdf> and as modified below:

Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Roadways, Trails and Driveways:

TYPE SP 9.5 WEARING COURSE MIX (2,B) **SP WE A 2 30 B**

TYPE SP 12.5 NON WEAR COURSE MIX (2,B) **SP NW B 2 30 B**

Furnishing and placing the tack coat between layers shall be considered incidental and no separate payment will be made therefore.

S-9.4 Measurement and Payment for Restoration will be made by the top surface area in **square yards** as specified:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
W200.585	BITUMINOUS STREET RESTORATION	S Y

S-10 (W200.585) AGGREGATE RESTORATION

This item has been included for **reconstructing gravel surfaces** as encountered, according to the various typical sections, the applicable Mn/DOT Standard Specifications (2211, and 3138) Rochester Standards S100, T100, and W200 for each material and the following:

Furnishing and placing the following materials will be considered incidental to the restoration and no separate payment will be made therefore.

S-10.1 **Breaker Run** shall be a crushed limestone product meeting the following gradation

Sieve Size	Percent
4"	100
1"	35 -75
#4	10 -40
#200	0-5

The Contractor shall place a minimum of **(6 inches)** of compacted Breaker Run.

S-10.2 **Aggregate Base**

The Contractor shall place a minimum of **(8 inches)** of compacted Aggregate Base Class 2 or 5 only no recycled materials allowed.

S-10.3 Measurement and Payment for Restoration will be made by the top surface area in **square yards** as specified:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
W200.585	AGGREGATE RESTORATION	S Y

S-11 FINAL ESTIMATE AND FINAL PAYMENT

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

S-11.1 Final Estimate

State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

S-11.2 Final Payment

If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

"Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE) and targeted group business (TGB)."

FORM OF PROPOSAL

To the City of Rochester Council Members:

According to the advertisement of the Rochester City Council inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Rochester:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Rochester.

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(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Rochester all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subContractors and first tier suppliers under this Contract.



ABBREVIATIONS OF SCHEDULE OF PRICES

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MGM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON	MET Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper P-A	Pipe-Arch	
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place PREC	Precast	
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously RMC	Rigid Metallic Conduit	
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated RDWY	Roadway	
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert SPE	Special	
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design SQ YD	Square Yard	
DBL	Double STA	Station	
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge UNDERGRD	Underground	
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

State Project No _____

Federal Project No _____

STATE OF MINNESOTA _____)
)ss

COUNTY OF _____)

I, _____, do state under penalty
(Name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(Name of individual, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder or of the said surety prior to the official opening of the proposal, and

(4) that, I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____
(Bidder or his authorized representative)

SCHEDULE OF PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.					
Item No.	Description	Units	Quantity	Unit Price	Total Price
Project M11-34					
1 WATERMAIN (150)					
2021.501/00010	MOBILIZATION	LS	1.00		
2104.501/00071	REMOVE BARBED WIRE FENCE	L F	56.00		
2104.505/00119	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	10.00		
2104.505/00120	REMOVE BITUMINOUS PAVEMENT	S Y	42.00		
2104.513/00011	SAWING BIT PAVEMENT (FULL DEPTH)	L F	72.00		
2104.521/00053	SALVAGE BARBED WIRE FENCE	L F	21.00		
2104.521/00070	SALVAGE RETAINING WALL	L F	17.00		
2104.523/00970	SALVAGE MAIL BOX SUPPORT	EACH	5.00		
2105.525/00030	TOPSOIL BORROW (CV) (P)	C Y	289.00		
2411.603/00100	INSTALL RETAINING WALL	L F	17.00		
2540.602/00140	INSTALL MAIL BOX SUPPORT	EACH	5.00		
2557.603/00054	INSTALL BARBED WIRE FENCE	L F	21.00		
2573.502/00040	SILT FENCE, TYPE MACHINE SLICED	L F	2,179.00		
2573.540/00020	FILTER LOG TYPE WOOD FIBER BIOROLL	L F	150.00		
2573.602/00020	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1.00		
2575.505/00060	SODDING TYPE MINERAL	S Y	223.00		
2575.532/12123	COMMERCIAL FERTILIZER ANALYSIS 24-12-24	LB	10.00		
C150.504/00010	1IN WATER SERVICE CONNECTION	EACH	2.00		
C150.504/10010	1IN WATER SERVICE CONNECTION	L F	10.00		
W200.501/00008	TRENCH EXCAVATION FOR PIPE 14IN & UNDER 0FT TO 8FT DEEP	L F	1,133.00		



Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
W200.507/00010	SOLID ROCK EXCAVATION	C Y	336.00		
W200.509/00030	SELECT MATERIAL FOR BACKFILL (CV)	C Y	10.00		
W200.510/00030	GRANULAR MATERIAL FOR BACKFILL (CV)	C Y	10.00		
W200.528/00060	FURNISH & INSTALL 6IN DUCTILE IRON PIPE CLASS 52	L F	71.00		
W200.528/00080	FURNISH & INSTALL 8IN DUCTILE IRON PIPE CLASS 52	L F	1,062.00		
W200.550/00060	FURNISH & INSTALL 6IN GATE VALVE AND BOX	EACH	3.00		
W200.550/00080	FURNISH & INSTALL 8IN GATE VALVE AND BOX	EACH	2.00		
W200.560/00020	FURNISH & INSTALL HYDRANT ASSEMBLY	EACH	3.00		
W200.562/00010	FURNISH & INSTALL WATER MAIN FITTINGS	LB	956.00		
W200.564/00040	REMOVE EXISTING WATERMAIN	L F	24.00		
W200.572/00010	CONNECT TO EXISTING WATERMAIN	EACH	2.00		
W200.585/10032	BITUMINOUS STREET RESTORATION	S Y	108.00		
W200.585/10041	TURF RESTORATION 1	S Y	1,099.00		
W200.585/10042	TURF RESTORATION 2	S Y	845.00		
W200.585/10050	AGGREGATE RESTORATION	S Y	417.00		
Total 1 WATERMAIN (150)					
Total Base Bid					

SURETY DEPOSITS

New Law requires surety deposits for many out-of-state Contractors

A portion of payments made to out-of-state Contractors must be deposited with the state of Minnesota in many instances under a new law passed by the 1989 Legislature.

The law requires that 8 percent of each payment paid to out-of-state Contractors for work done in Minnesota must be withheld as a surety deposit on any contract that can reasonably be expected to exceed \$100,000.

This requirement may be waived, however, if certain conditions are met.

Following are some guidelines to use with the new law.

Once an out-of-state Contractor enters into a contract that is for more than or can be expected to be more than \$100,000, the Contractor will have to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. The department will use the form to determine if the Contractor is exempt from the 8 percent surety deposit requirements.

The department will grant an exemption if:

The Contractor gives the department a cash surety or bond, secured by an insurance company licensed in Minnesota, which guarantees the Contractor will comply with all provisions of Minnesota withholding, sales, and corporate income tax laws, or

The Contractor has done construction work in Minnesota at any time during the three calendar years before entering into the contract and has fully complied with Minnesota withholding, sales, and corporate income tax laws.

If the Contractor is exempt, the department will certify the form and return a copy to the Contractor, who will then be responsible to provide a copy to whoever hired them.

If the Contractor is not exempt, the department will notify whoever hired the Contractor to withhold the 8 percent surety deposit from each payment made to the Contractor. The person or company hiring the Contractor will use form SD-D to make the surety deposits.

The Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled. The department will then refund, with interest, any amounts held as surety.

Out-of-state Contractors working for Minnesota subdivisions will still have to file the Withholding Affidavit for Contractors (form IC-134) in addition to complying with the new provisions.

If you need more forms of information, please call (612) 296-6181 from the Twin Cities area and (toll-free) 1-800-657-3777 from elsewhere.

You may also write to: Minnesota Department of Revenue

Taxpayer Information Division

Mail Station 4450

St. Paul, MN 55146-4450



Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

TO WHOM IT MAY CONCERN:

A new Minnesota Law effective January 1, 1990, now governs contracts over \$100,000.00 for non-Minnesota Contractors.

We have been informed by the Minnesota Department of Revenue that certain requirements have not been met. Therefore, we are withholding an 8% surety deposit from your payment.

You are eligible to have these funds returned when the state tax obligations are met.

Gross Amount

8% Surety Deposit _____

Net Amount Paid

If you have any questions, contact Mr. Dan Weber at (507) 328-2409.



Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

FORM 21126D (FF REV. 4-00)

Project No. **(J7796)**

GRAND TOTAL \$ _____

PROPOSAL GUARANTY as required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the City of Rochester, Minnesota, in an amount equal to at least (5%) percent of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: If a Non-Collusion affidavit is found in this Proposal it must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Signed _____

RECEIPT OF PLAN:

The undersigned hereby acknowledges receipt of and has considered: **(J7796) 9** Total Sheets.

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the _____ day of _____, 20____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership.

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

Incorporated under the laws of the State of _____

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)